

United States District Court  
Middle District of Tennessee  
CASE NUMBER: 3:15-CV-00847

RECEIVED  
IN CLERK'S OFFICE

OCT 19 2015

U.S. DISTRICT COURT  
MID. DIST. TENN.

) CRAIG CUNNINGHAM, PLAINTIFF, PRO SE

) V.

) ENAGIC USA, INC., PETER POLSELLI, TERRY COLLINS, RICK FREEMAN,  
ANGELA LINER, CHRISTIAN KINNEY, THE 7 FIGURE WEALTH CORPORATION,  
CORAZON MANAGEMENT GROUP, INC., JEFFREY HOWARD,  
SUSIE TREMBLAY-BROWN, PETER WOLFING, MULTIPLEX SYSTEMS, INC. AND  
JOHN/JANE DOES 1-10

DEFENDANT CORAZON MANAGEMENT GROUP, INC.'S  
ANSWER TO PLAINTIFF'S AMENDED COMPLAINT

1. Defendant Corazon Management Group, Inc., files herein it's  
Answer to Plaintiff's Amended Complaint.
2. Corazon Management Group, Inc. ("CMG") is a Nevada Corporation in  
good standing, with its primary offices at 5348 Vegas Drive, Las  
Vegas, NV 89108.
3. Defendant CMG has no specific association with, or knowledge  
regarding the accuracy of Plaintiff's claims with regard to, any  
other Defendants in this action as alleged in Paragraphs 1  
through 13 of his Amended Complaint, with the exception of  
Defendants Jeffrey Howard, CMG's authorized agent and attorney-  
in-fact, Susie Tremblay-Brown, an independent Virtual Assistant,  
and Enagic USA, Inc. ("Enagic"), with which CMG is associated as  
an independent contractor.

1 DEFENDANT CORAZON MANAGEMENT GROUP, INC.'S RESPONSES TO PLAINTIFF'S

2 JURISDICTION AND FACTUAL ALLEGATION

- 3
4. In response to Paragraph 14 of Plaintiff's Amended  
5 Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
6 pertaining to, the allegation.
7. In response to Paragraph 15 of Plaintiff's Amended  
8 Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
9 pertaining to, the allegation.
10. In response to Paragraph 16 of Plaintiff's Amended  
11 Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
12 pertaining to, the allegation.
13. In response to Paragraph 17 of Plaintiff's Amended  
14 Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
15 pertaining to, the allegation.
16. In response to Paragraph 18 of Plaintiff's Amended  
17 Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
18 pertaining to, the allegation.
19. In response to Paragraph 19 of Plaintiff's Amended  
20 Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
21 pertaining to, the allegation.
22. In response to Paragraph 20 of Plaintiff's Amended  
23 Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
24 pertaining to, the allegation.
25. In response to Paragraph 21 of Plaintiff's Amended  
26 Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
27 pertaining to, the allegation.
- 28

12. In response to Paragraph 22 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.
13. In response to Paragraph 23 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.
14. In response to Paragraph 24 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.
15. In response to Paragraph 25 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.
16. In response to Paragraph 26 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.
17. In response to Paragraph 27 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.
18. In response to Paragraph 28 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.
19. In response to Paragraph 29 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.
20. In response to Paragraph 30 of Plaintiff's Amended  
Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
pertaining to, the allegation.

- 1       21.     In response to Paragraph 31 of Plaintiff's Amended  
2              Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
3              pertaining to, the allegation.
- 4       22.     In response to Paragraph 32 of Plaintiff's Amended  
5              Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
6              pertaining to, the allegation.
- 7       23.     In response to Paragraph 33 of Plaintiff's Amended  
8              Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
9              pertaining to, the allegation.
- 10      24.     In response to Paragraph 34 of Plaintiff's Amended  
11              Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
12              pertaining to, the allegation.
- 13      25.     In response to Paragraph 35 of Plaintiff's Amended  
14              Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
15              pertaining to, the allegation.
- 16      26.     In response to Paragraph 36 of Plaintiff's Amended  
17              Complaint, Defendant CMG DENIES and/or has no specific knowledge  
18              pertaining to, the allegation.
- 19      27.     In response to Paragraph 37 of Plaintiff's Amended  
20              Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
21              pertaining to, the allegation.
- 22      28.     In response to Paragraph 38 of Plaintiff's Amended  
23              Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
24              pertaining to, the allegation.
- 25      29.     In response to Paragraph 39 of Plaintiff's Amended  
26              Complaint, Defendant CMG DENIES, and/or has no specific knowledge  
27              pertaining to, the allegation.
- 28

30. In response to Paragraph 40 of Plaintiff's Amended Complaint, Defendant CMG DENIES, and/or has no specific knowledge pertaining to, the allegation.

31. In response to Paragraph 41 of Plaintiff's Amended Complaint, Defendant CMG DENIES, and/or has no specific knowledge pertaining to, the allegation.

32. In response to Paragraph 42 of Plaintiff's Amended Complaint, Defendant CMG DENIES, and/or has no specific knowledge pertaining to, the allegation.

33. In response to Paragraph 43 of Plaintiff's Amended Complaint, Defendant CMG DENIES, and/or has no specific knowledge pertaining to, the allegation.

34. In response to Paragraph 44 of Plaintiff's Amended Complaint, Defendant CMG DENIES, and/or has no specific knowledge pertaining to, the allegation.

DEFENDANT CMG'S AFFIRMATIVE DEFENSES IN RESPONSE  
TO PLAINTIFF'S AMENDED COMPLAINT AND CAUSES OF ACTION

35. DEFENDANT CMG'S FIRST AFFIRMATIVE DEFENSE. Plaintiff has failed to properly serve Defendant in this case because he personally mailed a copy of the Summons and Amended Complaint via Certified Mail himself, rather than through a Marshal, under Middle District of Tennessee Local Rule LR4.01(c). Furthermore, the USPS postmarks on the envelopes with Plaintiff's service documents originate from Dallas, Texas, outside the jurisdiction of the Marshal in the jurisdiction of filing. The document package received was not properly served, and did not include

1                   Certificate of Service showing proper service on other Defendants  
2                   in this action, although clearly other Defendants were served in  
3                   this action prior to Defendant CMG being named in this action.

4                 36. DEFENDANT CMG'S SECOND AFFIRMATIVE DEFENSE. Plaintiff has  
5                   failed to properly serve Defendant in this case because Plaintiff  
6                   neither requested of Defendant, nor moved the Court for, a proper  
7                   Waiver of Service, under USDC Rule 4(d).

8                 37. DEFENDANT CMG'S THIRD AFFIRMATIVE DEFENSE. Plaintiff has on  
9                   numerous occasions, from various parties, specifically requested  
10                  information regarding earning money from home or starting a home-  
11                  based business and as such regularly appears and reappears on  
12                  database lists of business opportunity seekers.

13                38. DEFENDANT CMG'S FOURTH AFFIRMATIVE DEFENSE. Plaintiff is  
14                  actively seeking out new ways to have his phone numbers appear on  
15                  business opportunity phone lists while posing as an opportunity  
16                  seeker in a calculated and specific effort to strategically  
17                  position himself to file frivolous lawsuits such as the subject  
18                  action, in multiple jurisdictions, against multiple defendants,  
19                  wasting both the Court's valuable time, and the time of  
20                  legitimate businesspeople who are actively supporting the economy  
21                  and their families.

22                39. DEFENDANT CMG'S FIFTH AFFIRMATIVE DEFENSE. Plaintiff's  
23                  complaint is frivolous and without legitimate basis, filled with  
24                  hearsay, opinions, conjecture, assumptions and conclusions drawn  
25                  with the sole intent to support the frivolous nature of this  
26                  complaint. It is clear from Plaintiff's allegations that he has a  
27                  strong, personal negative association with the home-based  
28                  business industry.

1       40. DEFENDANT CMG'S SIXTH AFFIRMATIVE DEFENSE. On two separate  
2       occasions, first on July 15, 2015 and again on August 26, 2015,  
3       Plaintiff placed an INBOUND telephone call to a marketing phone  
4       number, listened to 25 minutes of recorded information regarding  
5       a specific opportunity and left voicemail messages in both cases,  
6       specifically requesting additional information regarding the  
7       details of the opportunity. Defendant CMG maintains the original  
8       voicemail recordings of these requests.

9       41. DEFENDANT CMG'S SEVENTH AFFIRMATIVE DEFENSE. Through its  
10      agent and Co-Defendant, Jeffrey Howard, Defendant CMG had  
11      numerous conversations with Plaintiff, who indicated he was an  
12      MBA and owned a business selling electronic smoking  
13      paraphernalia. In fact, when asked directly, Plaintiff also  
14      indicated that he was seeking out additional legitimate  
15      entrepreneurial opportunities. Plaintiff repeatedly and  
16      continuously expressed interest in becoming involved with the  
17      proposed business venture.

18       42. DEFENDANT CMG'S EIGHTH AFFIRMATIVE DEFENSE. Plaintiff  
19      specifically indicated interest in the opportunity at every stage  
20      of the marketing and interview process. On approximately  
21      September 2, 2015, Plaintiff also specifically stated: "*I'm*  
22      *in...what is the next step?*" at which point enrollment  
23      instructions and financing options were presented to him through  
24      an email communication. Plaintiff then indicated that he had a  
25      credit score of 720 and, based on that, had applied for a  
26      Comerica VISA card (which incurs zero interest, zero fees for one  
27      year) through the resources provided to him through our  
28      correspondence. He indicated that he had received approval from

1 Comerica for a credit line of \$10,000 and would place his order  
2 forthwith.

3 43. DEFENDANT CMG'S NINTH AFFIRMATIVE DEFENSE. Plaintiff has  
4 falsely stated in this Amended Complaint that calls placed to him  
5 were to a mobile or cell phone. The telephone number dialed was  
6 615-212-9191. This was the only number in the telephone system  
7 listed for Plaintiff, and is the number from which he made both  
8 of the inbound calls to our recorded information system as  
9 referenced in Paragraph 40, above.

10 44. DEFENDANT CMG'S TENTH AFFIRMATIVE DEFENSE. A Google search  
11 of Plaintiff's alleged mobile phone number, 615-212-9191, shows  
12 numerous entries indicating that number is listed and owned by  
13 the following business:

14  
15                   Smoke Power Electronic Cigarettes  
16                    3601-B Nolensville Pike  
17                    Nashville, TN 37211  
18                    Phone: (615) 212-9191  
19                    Email: sales@smokepower.com  
20                    Web: www.smokepower.com

21 45. DEFENDANT CMG'S ELEVENTH AFFIRMATIVE DEFENSE. A search of  
22 Plaintiff's alleged mobile phone number, 615-212-9191, on  
23 PhoneValidator.com (a trusted and recognized resource for showing  
24 a phone's status as either landline, VOIP or mobile) indicates  
25 the following:

26                   Phone Number: 615-212-9191  
27                   Date of this Report: October 15, 2015  
28                   Phone Line Type: LANDLINE [emphasis added]  
Phone Company: BANDWIDTH.COM - POSSIBLE GOOGLE VOICE OR OTHER VIRTUAL  
PHONE NUMBER  
Phone Location: SPRINGFIELD, TN

1           46. DEFENDANT CMG'S TWELFTH AFFIRMATIVE DEFENSE. A search of  
2 Plaintiff's alleged mobile phone number, 615-212-9191, on  
3 SearchBug.com (another trusted and recognized resource for  
4 showing a phone's status as either landline, VOIP or mobile)  
5 indicates the following:

6                          Phone Number (615) 212-9191 Is Valid  
7                          Owner Name:       not searched   Find Name  
8                          Phone Type:       LANDLINE [emphasis added]  
9                          Carrier:         BANDWIDTH.COM CLEC (OCN: 124F)  
10                         Area Code: Tennessee: Nashville, Murfreesboro,  
11                         Springfield, Lebanon, Dickson and north central  
12                         Tennessee. Split from 901.  
13                         Location: SPRINGFLD  
14                         Local Calling Area: Nashville TN  
15                         Time Zone: Central Daylight Time (CDT)

16                         Phone Line Type: Landline vs. Cell Phone is  
17                         approximately 95% accurate. Less than 5% of numbers  
18                         are transferred or ported from landlines to cell  
19                         phones or vice versa.

20                         Landline Carrier: approximately 97% accurate. Very few  
21                         people transferred their home number to a different  
22                         landline carrier.

23           47. DEFENDANT CMG'S THIRTEENTH AFFIRMATIVE DEFENSE. Plaintiff's  
24                 phone number is clearly a landline or VOIP number and is not a  
25                 mobile phone, therefore, there has been no breach of any code  
26                 under the TCPA or violation of 47 USC 227(b) as alleged by  
27                 Plaintiff. Further, Plaintiff's phone number is also listed as a  
28                 business phone, not a personal phone, as indicated above.

29           48. DEFENDANT CMG'S FOURTEENTH AFFIRMATIVE DEFENSE. Plaintiff  
30                 had the opportunity at any time to have this number or any other  
31                 number automatically or manually removed from any further  
32                 marketing call lists and chose to remain in the system, with the  
33                 specific ongoing intent of soliciting opportunities to bring  
34                 additional frivolous lawsuits.

1           49. DEFENDANT CMG'S FIFTEENTH AFFIRMATIVE DEFENSE. Plaintiff  
2           has a long and colorful history as a "professional plaintiff," as  
3           indicated by the continuing and ongoing amendments to this  
4           Complaint, and a history of filing previous complaints in similar  
5           actions, such as Craig Cunningham v. Alliance Security, et al,  
6           Case Number 3:14-0769, filed last year, and as many as twelve  
7           other lawsuits over the past three years. Further confirmation of  
8           Plaintiff's ongoing history and status as a "professional  
9           plaintiff" as well as his clearly deceptive "baiting and  
10          enticement" strategy is bolstered by an article in the Dallas  
11          Observer, dated over five years ago, entitled: "*BETTER OFF*  
12          *DEADBEAT: CRAIG CUNNINGHAM HAS A SIMPLE SOLUTION FOR GETTING BILL*  
13          *COLLECTORS OFF HIS BACK. HE SUES THEM,*" wherein Plaintiff's story  
14          of non-payment of his financial obligations led him to searching  
15          for loopholes in the debt collection system in order to escape  
16          those obligations and in fact, seems to take great pride in such  
17          behavior. The article may be found at the following URL:  
18          [http://www.dallasobserver.com/news/better-off-deadbeat-craig-](http://www.dallasobserver.com/news/better-off-deadbeat-craig-cunningham-has-a-simple-solution-for-getting-bill-collectors-off-his-back-he-sues-them-6419391)  
19          [cunningham-has-a-simple-solution-for-getting-bill-collectors-off-](http://www.dallasobserver.com/news/better-off-deadbeat-craig-cunningham-has-a-simple-solution-for-getting-bill-collectors-off-his-back-he-sues-them-6419391)  
20          [his-back-he-sues-them-6419391](http://www.dallasobserver.com/news/better-off-deadbeat-craig-cunningham-has-a-simple-solution-for-getting-bill-collectors-off-his-back-he-sues-them-6419391)

21        50. DEFENDANT CMG'S SIXTEENTH AFFIRMATIVE DEFENSE. Defendant  
22        CMG participates only in legitimate and firmly established  
23        marketing opportunities in the direct sales and network marketing  
24        industry, not in "get rich quick" or "pyramid schemes" as alleged  
25        by Plaintiff.

26        51. DEFENDANT CMG'S SEVENTEENTH AFFIRMATIVE DEFENSE. Defendant  
27        CMG made no product claims, health claims, specifically or  
28        implied, or guarantees of business viability, particularly

1 anyone's ability to "make money quickly" either separately, or  
2 through its agent and officer, Jeffrey Howard, as claimed by  
3 Plaintiff with regard to other Defendants in this case.

4 52. DEFENDANT CMG'S EIGHTEENTH AFFIRMATIVE DEFENSE. CMG,  
5 separately and through its agents, makes every ongoing reasonable  
6 effort to comply with all applicable regulations regarding  
7 telephone marketing through regular and ongoing screening of its  
8 databases against the national do not call lists, mobile phone  
9 number lists and all available means to assure it only connects  
10 with legitimate and viable seekers of home-based business  
11 opportunities. Further, Plaintiff has failed to state that he  
12 was, or has ever attempted to be, on any Do Not Call list.

13 53. DEFENDANT CMG'S NINETEENTH AFFIRMATIVE DEFENSE. CMG has no  
14 direct or indirect relationship with any other Defendant named in  
15 Plaintiff's Amended Complaint, with the exception of its  
16 independent business relationship with Enagic, and it's  
17 relationship with Defendant Susie Tremblay-Brown, who is an  
18 independent Virtual Assistant, contracted only to serve in a  
19 technical support and systems set-up capacity, and to the best of  
20 CMG's knowledge, has never placed an automated call through any  
21 system, further evidence that Plaintiff is simply fishing and  
22 "naming everyone" in his frivolous lawsuits.

23 54. DEFENDANT CMG'S TWENTIETH AFFIRMATIVE DEFENSE. Plaintiff  
24 has failed to show legal standing to bring a civil action in this  
25 case as he has not been personally damaged in any way, and has  
26 suffered no loss or damage, monetarily or otherwise. Plaintiff  
27 has had multiple opportunities, over the course of many years, to  
28 bring a full stop to any marketing contact from Defendant (or

1 anyone else), simply by automatically or manually requesting to  
2 be removed from any marketing lists, a request which would have  
3 been immediately honored, but which never took place. Instead,  
4 Plaintiff has chosen to continue his ongoing baiting and  
5 enticement strategy in an effort to bring frivolous lawsuits.

6 55. DEFENDANT CMG'S TWENTY-FIRST AFFIRMATIVE DEFENSE. Because  
7 Plaintiff has no legitimate basis for bringing this action for  
8 damages (as no actual damages have occurred), a civil action is  
9 not justified in this case and, as such, Plaintiff's action has  
10 no civil basis and is brought outside of proper jurisdiction.  
11 Should any alleged violation of any code referenced herein  
12 actually occur, jurisdiction would fall on the appropriate  
13 regulatory bodies to enforce any such alleged violation.

14 56. DEFENDANT CMG'S TWENTY-SECOND AFFIRMATIVE DEFENSE.

15 Plaintiff has failed to state a specific claim or action by any  
16 Defendant under the TCPA or violation of 47 USC 227(b) for which  
17 he can claim damages. Plaintiff has only alleged that "multiple  
18 automated calls" took place.

19       ///

20       ///

21       ///

22       ///

23       ///

24       ///

25       ///

26       ///

27       ///

28       ///

## CONCLUSION

Based upon the foregoing, Defendant CMG, prays for the following:

1. That Plaintiff takes nothing by his complaint.
  2. That Plaintiff receives sanctions for filing frivolous and unfounded lawsuits against Defendant.
  3. That Plaintiff be enjoined from filing further actions against Defendant CMG on similar grounds.
  4. That Defendant CMG be dismissed with prejudice from the action herein.
  5. That any attorney's fees incurred on behalf of Defendants be borne by Plaintiff, including any associated fees and costs.
  6. For such other and further relief as the Court may deem proper.

Dated: October 15, 2015

Respectfully submitted:

CORAZON MANAGEMENT GROUP, INC.

by its agent and attorney-in-fact:

Jeffrey Howard, Officer/Agent for  
Corazon Management Group, Inc.

## **CERTIFICATE OF SERVICE**

I do hereby certify that on this the 16<sup>th</sup> day of October 2015, this Certificate of Service for

### **DEFENDANT CORAZON MANAGEMENT GROUP, INC.'S ANSWER TO PLAINTIFF'S AMENDED COMPLAINT**

was served on all known parties to this action, by U.S. Mail, postage prepaid, upon:

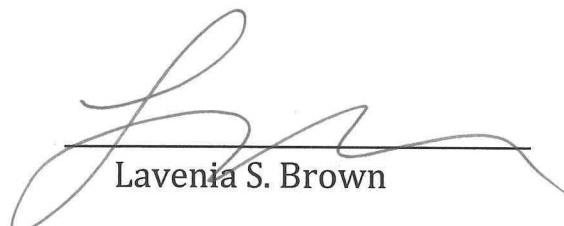
#### **Served via U.S. Mail:**

Craig Cunningham  
5543 Edmondson Pike, Ste. 248  
Nashville, TN 37211  
Plaintiff, Pro Se

Peter Polselli  
50 Danes Street  
Patchogue, NY 11772  
Defendant, Pro Se

J. Anne Tipps  
STITES & HARBISON, PLLC  
401 Commerce St., Ste. 800  
Nashville, TN 37219

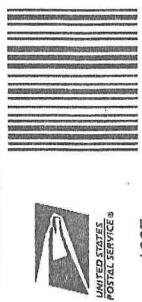
Katrina L. Dannheim  
STITES & HARBISON, PLLC  
400 West Market Street, Suite 1800  
Louisville, KY 40202-3352  
Attorneys for Enagic USA, Inc.



Lavenia S. Brown

every of the U.S. Postal Service® and is provided solely for use in sending Priority Mail Express™ shipments. Misuse may  
result in a fine or imprisonment under federal law. This packaging is not for resale. EPTF © U.S. Postal Service; July 2013. All rights reserved.

U.S. POSTAGE  
PAID  
PETALUMA, CA  
OCT 16 2015  
AMOUNT  
**\$19.99**  
R2305K132690-01



1007 37203

PRESS FIRMLY TO SEAL

RECEIVED  
BY MAIL  
ADDRESS

CUSTOMER USE ONLY  
FROM: (PLEASE PRINT)  
PHONE (702) 955-2251  
Corazon Mgmt Group Inc  
3395 Vegas Dr. Ste 619  
Las Vegas, NV 89108

U.S. DISTRICT COURT  
MIDDLE DISTRICT OF TN.

RECEIVED  
U.S. DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
801 Broadway Room 800  
Nashville TN 37203

PRIORITY  
MAIL  
EXPRESS™



UNITED STATES  
POSTAL SERVICE®

ORIGIN (POSTAL SERVICE USE ONLY)		<input type="checkbox"/> 2-Day	<input type="checkbox"/> Military	<input type="checkbox"/> DPO
Date Accepted (MM/DD/YY)	PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage	
10-16-15	04952	10-19-15	\$ 19.99	
			Insurance Fee	COD Fee
			\$	\$
			Return Receipt Fee	Live Animal Transportation Fee
			\$	\$
Time Accepted	AM	PM	Total Postage & Fees	
10-16-15	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 19.99	
Weight	Flat Rate	Sunday/Holiday Premium Fee		
lbs. 16 oz.	\$	\$		
Acceptance Employee Initials <u>JAD</u>				
TO: (PLEASE PRINT) PHONE				
United States District Court Middle District of Tennessee 801 Broadway Room 800 Nashville TN 37203				

WRITE FIRMLY TO MAKE ALL COPIES LEGIBLE.